



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	SWM	A	Contract Number	
M	<input type="checkbox"/>	Change								
X	<input type="checkbox"/>	Cancel								
County Department						Dept.	Orgn.	Contractor's License No.		
Solid Waste Management Division						SWM	SWM			
County Department Contract Representative						Ph. Ext.		Amount of Contract		
Peter Wulfman, Solid Waste Management Division						387-8703				
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number			
EAA	SWM	SWM	100	1010			53R62253			
Commodity Code			Estimated Payment Total by Fiscal Year							
			FY	Amount	I/D	FY	Amount	I/D		
Project Name										
Air Curtain Destructor Facil.										
Bark Beetle Emergency										
Wood Waste Processing										

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and
Name _____

Hereinafter called _____ Contractor

Address _____

Phone _____ Birth Date _____

Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, County desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement, and,

WHEREAS, the Contractor has the skills and knowledge necessary to provide services for the County;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

(see following pages)

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor shall function as an Equipment Operator II working under the direction of the site Supervisor of the Solid Waste Management Division (SWMD) or his/her designee. The contractor shall perform a variety of required duties in accordance with San Bernardino County policies and procedures. Contractor's duties and responsibilities are as follows:

A. DUTIES AND RESPONSIBILITIES

1. Under general direction perform equipment operation and other duties as may be required for operation of incineration facility in Lake Arrowhead, California, including but not limited to equipment operation, equipment maintenance, scale operation, incinerator operation, directing site customers/traffic control, site maintenance and repairs and training equipment operators. All operations are to be conducted in accordance with established health and safety requirements. Operation, maintenance and repairs of air curtain destructor, excavator, loader, trackloader, water truck and other site equipment, and other duties necessary to operate and maintain a professionally run, safe facility providing maximum throughput capacity. The site Supervisor or designee shall schedule contractor's work schedule/hours.
2. Ensure the site and grounds are safe for employees and approved Bark Beetle waste haulers/contractors.

B. QUALIFICATIONS

1. Experience in tree removal is desirable. License: Must have a valid California class B driver license at time of hire with endorsements for air brakes, tank and manual transmissions.

II. TERM

This Agreement is effective, _____ through _____. Notwithstanding the foregoing, either party may terminate this contract at any time without cause upon fourteen (14) days prior written notice to the other party. Contractor shall serve at the pleasure of the Appointing Authority. The Solid Waste Management Division Manager shall have the full authority and discretion to exercise the County's rights under this paragraph. The County may terminate this contract for just cause without prior notice.

III. COMPENSATION

For services rendered under the terms of this agreement, effective _____, Contractor shall be compensated at pay range 42, equivalent with Equipment Operator II. Beginning salary step and step advancements will be paid in accordance with the Salary Rates and Step Advancement article for the Craft, Labor and Trades Unit in the general employee's MOU during the term of this agreement. Contractors base workweek shall be 40 hours. Work hours beyond 40 hours per week must have prior authorization from the Operations Superintendent. Contractor shall be compensated for overtime at one and one-half times the regular rate of pay for hours worked over 40 hours per week.

IV. BENEFITS

Contractor shall be covered by the County Workers' Compensation and General Liability Insurance for hours actually worked under this agreement. The County will pay the premium for a term life insurance policy and agrees to pay the premium for short-term disability insurance for Contractor as applicable to Craft, Labor and Trades Unit employees. Contractor may purchase amounts of Accidental Death and Dismemberment Insurance coverage for Contractor and Contractor's dependents under the same terms and conditions as the Crafts, Labor and Trades Unit employees. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County and expense reimbursements shall be administered under the same terms and conditions as apply to general County employees.

Except as provided herein, Contractor shall receive benefits in accordance with the Benefit Plan article in the general employee MOU for Craft, Labor and Trades Unit employees.

Contractor will accrue 80 hours of vacation leave time annually, accrued on a pro-rata basis for completed pay periods. All requests for vacation leave time off shall be approved in advance by the Operations Superintendent. Overtime hours will not be used in the calculation of leave time accrual. Leave time shall be available for use on the first day following the pay period in which the time was earned, provided the Contractor has completed a minimum of 1040 hours. Any remaining vacation leave accrual remaining at end of contract will be cashed out. The Contractor will receive eight (8) hours of compensation for the following non-working holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

V. PST DEFERRED COMPENSATION PLAN

Contractor shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said Contractor shall contribute 5% of the Contractor's biweekly gross earnings, and the County shall contribute 2.5% of Contractor's biweekly gross earnings. The Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of the Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the PST Deferred Compensation Plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

VI. RETIREMENT SYSTEM

Contractor shall not be eligible for membership and will not participate in the County's Retirement System during the term of this Agreement.

VII. GENERAL PROVISIONS

- A. Submission of hours worked shall be on the County's Time and Labor Report in the same time and manner as general County employees.
- B. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid Class B California driver's license with proper endorsement and valid medical certificate at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during the performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.
 - 1. In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - a. Fifteen thousand dollars (\$15,000) for single injury or death;
 - b. Thirty thousand dollars (\$30,000) for multiple injury or death;
 - c. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements described in section "VII, B" shall be deemed grounds for immediate termination.

- C. A County vehicle may be provided, as required, to perform assigned tasks or Contractor will be reimbursed for use of his personal vehicle on County business under the same terms and conditions as general County employees. The Solid Waste Management Division Manager shall decide whether Contractor uses a County vehicle for County business or if Contractor shall be reimbursed for necessary mileage on County business.

D. Meal periods for Contractor are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible.

E. Contractor shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the County, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. If Contractor is required to work beyond Contractor's regular tour of duty, Contractor shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty

After 3 hours and through 6 hours

After 6 hours and through 8 hours

After 8 hours and through 10 hours

After 10 hours

No. and Limit of Rest Period

One - 15 Minute Rest Period

Two - 15 Minute Rest Periods

Two - 20 Minute Rest Periods

One - 25 Minute Rest Period

and One - 20 Minute Rest Period

F. Contractor shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contractor for services required hereunder.

VIII. CONFLICT OF INTEREST

As a condition of employment with the County, Contractor does hereby agree to uphold the Conflict of Interest policy of San Bernardino County, which is stated under Rule I, Section 8, of the San Bernardino County Personnel Rules, which reads as follows: Conflict of Interest.

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgement or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of the California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to County employment.

IX. CONCLUSION

This contract, consisting of six (6) pages, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

►
Ken A. Miller, Director, Department of Public Works

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
the County of San Bernardino

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Dated: _____

Title _____

Address _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► County Counsel	► _____	► Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By